



ADMINISTRATIVE REGULATION

Office of the City Manager

Number: AR 121
Sections: 1 - 7
Effective Date: January 1, 2015
Responsible Departments: City Manager's Office
and Planning & Building Department
Review Date: January 1, 2019

SUBJECT: MILLS ACT PROGRAM POLICY AND PROCEDURES

1. **Purpose:**

The purpose of this Administrative Regulation (AR) is to establish a procedure to implement the Mills Act Program.

2. **Authority:**

City Manager

3. **Application:**

This policy applies to the City Manager's Office and the Planning and Building Department as it relates to the implementation of the Mills Act Program pursuant to Resolution 2014-82 (attached).

4. **Definition:**

Adopted by the California Legislature in 1972, the Mills Act was designed to promote the preservation of property of historical significance by authorizing local governments to grant property tax relief to owners of qualified historic properties. In exchange for this relief, property owners must agree by contract to maintain the properties in accordance with specific historic preservation standards and conditions. The overall intent of the legislation was to provide an incentive for owners to preserve and maintain the community's historic resources.

5. **Policy:**

In order to provide the best customer service to residents and businesses interested in the City's Mills Act Program, this AR provides internal implementation procedures.

6. **Responsibility:**

6.1 The City Manager's Office shall have responsibility for Procedures 7.1 – 7.4

- 6.2 The Planning Division of the Planning and Building Department shall have responsibility for Procedures 7.5 – 7.12

7. Procedures:

City Manager's Office:

7.1 Submission of Application and Payment of Fee

Pursuant to the application period as provided in Resolution 2014-82 Section 4, and upon payment of fees as established in Resolution 2014-82 and the Master Fee Resolution, between January and March of each year, historic property owners will submit to the City Manager's Office the completed application; supporting documentation (copy of Grant or Deed of Trust, legal description, and photographs); a description, schedule, and estimate of the proposed work for review by a city planner. The City Manager's Office will accept a maximum of ten (10) applications per year on a first-come-first-served basis. If an application is deemed ineligible, the next application in line will be reviewed. This information will be logged into the shared database stored on the "I" drive.

7.2 Pre- Application Review

The City Manager's Office will review the applicant's documentation to ensure the application is complete and preliminarily eligible for the City of Huntington Beach Mills Act Program. If the documentation is not complete, the City Manager's Office will contact the applicant to try and obtain the missing information.

The City Manager's Office will number and log-in each application into a shared database stored on the "I" drive. The database will be used to track the status of the application and will be utilized by both Departments. This will enable staff the ability to see where an application is in the process at any given time. Once the documentation is deemed complete, the information will be forwarded the Planning Division of the Building and Planning Department. All program documents (i.e. application, supporting documentation, contracts, etc.) will also be saved on the "I" drive in a folder entitled, "Mills Act."

7.3 Contract and Council Action preparation

Upon review of the request in accord with Sections 7.5-7.7 by the Planning Division, the City Manager's Office, in conjunction with the City Attorney's Office, will prepare the Mills Act Contract for each eligible application and the accompanying Request for Council Action.

7.4 City Council Approved Contracts

Once a Mills Act Contract has been approved by the City Council by October or November, the City Manager's Office will be responsible to deliver the contract to the County of Orange Recorder's Office prior to December 1st of each year to ensure that the agreement takes effect the following tax year (e.g. for the tax year beginning July, the Agreement must be recorded before December 31).

Planning and Building:

7.5 Project Review and Inspections

The Planner will review the application and contact the owner to schedule a site meeting. This information will be logged into the shared database stored on the "I" drive. The purpose of the site meeting is to inspect the property and the proposed work. This inspection may include any previously completed restoration work or improvements, and examine those areas where proposed work or needed improvements will be installed. The building inspector will identify any applicable Code violations and non-permitted work using the California Historical Building Code.

7.6 Post Application & Inspection Review

After the application has been reviewed and the site inspection has been conducted the assigned planner will log into the shared database all pertinent information in regards to the inspection. The database will be used to access applicant information as well as information as it relates to the approved work plan.

7.7 Review work plan and prioritize

The proposed work plan can only address legally permitted structures. After the initial site visit, the assigned city planner and applicant will develop the owner's list of proposed improvements to be completed. The work type, order, and list of potential restoration improvements will be reviewed to determine if such improvements are acceptable and sufficient to expend tax savings and maintain the integrity of the historic building. All life safety violations identified in the site visit will be completed first. The planner will send a "Notice of Filing Status" to the applicant indicating that staff has approved or revised the work priority list.

7.7.1 In order to ensure Administration will have enough time to get new contracts approved by City Council, the assigned city planner will notify Administration on or before the last business day of August to proceed with the City Council contract approval.

7.8 Annual Review

Every November 1st after the commencement date of the contract, the Planning Division will contact the homeowner to indicate annual receipts, work summary, and copy of their current tax bill are due to the Planning Division by the one year anniversary. This will be tracked on the shared database. All receipts and applicable documents will be scanned and saved on the "I" drive in the folder entitled "Mills Act."

7.9 Planning Staff will review receipts and work summary for consistency with the Mills Act contract. Receipts are filed in the Planning Division with original contract. All documents are saved in the on "I" drive in the folder entitled "Mills Act."

7.10 During the second year of the contract, a Building Division inspector will complete a field inspection to verify two years of work. The customer pays for

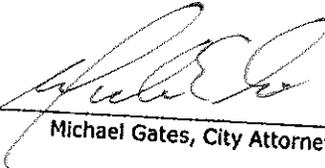
one hour of inspection time. The inspection results/notes are logged into the shared database.

- 7.11 If in compliance, customer continues to send receipts annually to Planning Division to be filed.
- 7.12 If not in compliance with contract, an annual review will be conducted each year thereafter at the discretion of the Director. Annual review will consist of a field inspection by the Building Division (at the property owner's expense) and the owner must continue to send in receipts of work done.
- 7.13 Upon the ten year anniversary/conclusion of contract, and upon each anniversary date, an additional (1) year shall automatically be added to the term of the agreement, unless a notice of nonrenewal is delivered as outlined in the Historic Preservation Agreement Section 3.

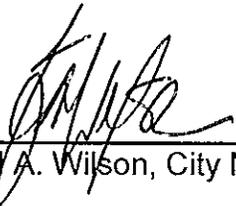
APPROVED AS TO FORM



Scott Hess, Director of Planning and Building

By: 

Michael Gates, City Attorney



Fred A. Wilson, City Manager

Attachment:
City Council Resolution No. 2014-82 (Mills Act Program)

RESOLUTION NO. 2014- 82

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH
ESTABLISHING THE APPLICATION PROCESS, REVIEW PROCEDURES, AND
REQUIRED CONTRACT PROVISIONS FOR THE IMPLEMENTATION OF A MILLS
ACT PROGRAM IN THE CITY OF HUNTINGTON BEACH PURSUANT TO
GOVERNMENT CODE SECTION 50280, ET SEQ., AND SETTING AN APPLICATION
FEE.**

WHEREAS, In 1972, the State of California enacted California Government Code, Article 12, Section 50280, more commonly known as the Mills Act, as an economic incentive program to encourage the preservation of historic buildings; and

This legislation provides property tax relief for owners of qualified historic properties who contract with a city to abide by reasonable preservation requirements; and

The Mills Act grants local government the authority to establish, administer, and implement Mills Act historic preservation tax incentive programs with property owners who actively participate in the restoration and maintenance of their historic properties; and

Historic property preservation agreements will have beneficial effects on residential neighborhoods, businesses, community pride, and regional image,

NOW, THEREFORE, the City of Huntington Beach does hereby resolve as follows:

SECTION 1. The program implementing California Government Code, Article 12, Section 50280 et seq. (known as the Mills Act) for the purpose of preserving, rehabilitating, and maintaining designated historic resources, shall be known as the Mills Act Program.

SECTION 2. The City Council hereby directs the City Manager or his/her designee to develop and process applications for properties seeking qualifications and participation in the Mills Act. The City Manager will also review and make a recommendation to the City Council on any application submitted pursuant to the Mills Act.

SECTION 3. The Historic Property Preservation Agreement to be used in the Mills Act is attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth herein. The City Council hereby directs the City Manager or his/her designee to amend and modify the Preservation Agreement as deemed necessary and appropriate, in consultation with the City Attorney. The terms of the Preservation Agreement shall always comply with California Government Code, Article 12, 50280 et seq. (known as the Mills Act). The maintenance, repair, rehabilitation, and/or restoration standards applicable to the subject property shall be set forth in the Preservation Agreement. In consideration for abiding with the terms of Preservation Agreement, the owner of the subject property shall be entitled to qualify for a reassessment of the historic property, pursuant to Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code. Each Preservation Agreement shall be subject to the approval of the City Council.

SECTION 4. To limit the fiscal impact of the Mills Act to the City of Huntington Beach, the City of Huntington Beach shall not enter into or execute more than ten (10) Preservation Agreements per calendar year. Applications shall be accepted during the months of January through March each year. The ten (10) applications will be selected on a first come first serve basis from all eligible applications submitted. Agreements approved by the City Council will be recorded with the County of Orange by December 31 of each year.

SECTION 5. Eligibility for a Preservation Agreement shall be limited to the owners of those properties identified in the Huntington Beach Historic Context and Survey Report, Appendix B (Updated Landmark List), a copy of which is attached hereto as Exhibit "B" and incorporated by this reference as though fully set forth herein, as updated or amended, or any Federal or State official register of historically significant sites, places and landmarks. The City Council hereby finds that all properties contained in these lists shall be considered Qualified Historic Properties for purposes of the Mills Act, pursuant to California Government Code Section 50280.1(b).

SECTION 6. An application fee of \$500 (or such other amount as may be subsequently established by resolution of the City Council) shall be paid by each property owner that applies for a Preservation Agreement. A portion of the application fee, as determined by City Staff, may be refunded to the property owner if the Preservation Agreement is not subsequently approved by the City Council.

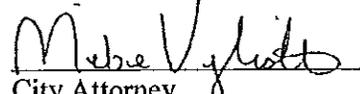
PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof on the 3rd day of November, 2014.


Mayor

REVIEWED AND APPROVED:


City Manager

APPROVED AS TO FORM:


For City Attorney P.L. 10/28/2014

INITIATED AND APPROVED:


Assistant City Manager

Attachments:

- Exhibit A: Historic Property Preservation Agreement
- Exhibit B: Huntington Beach Historic Context and Survey Report, Appendix B (Updated Landmark List)

**HISTORIC PROPERTY PRESERVATION AGREEMENT CONTAINING
COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING REAL PROPERTY
BY AND BETWEEN THE CITY OF HUNTINGTON BEACH AND
_____ FOR THE REAL PROPERTY LOCATED AT
_____, WITHIN THE CITY OF HUNTINGTON BEACH
("MILLS ACT CONTRACT")**

THIS AGREEMENT is made this _____ day of _____, 20____, by
and between the City of Huntington Beach, a municipal corporation ("City") and
_____ ("Owner").

WHEREAS, California Government Code Section 50280, et. seq. allows cities the
discretion to enter into contracts with the owners of qualified historic properties, as that term is
defined in Government Code Section 50280.1, for the purpose of providing for the use,
maintenance, protection, and restoration of such historic property so as to retain its
characteristics as property of historic significance; and

Owner holds fee title in and to that certain real property, together with associated
structures and improvements thereon, generally located at the street address
_____ Huntington Beach, California ("Historic Property"). A legal description of
the Historic Property is attached hereto as Exhibit "A" and incorporated herein by this reference;
and

By approving this Agreement, the City Council hereby designates the Historic Property
as a Qualified Historic Property as defined by Resolution 2014 - _____, Section 5; and

City and Owner desire to enter into this Agreement for the purpose of protecting and
preserving the characteristics of historical significance of the Historic Property that help provide
the community with its own unique civic identity and character; and

Owner, in consideration for abiding by the terms of this Agreement, shall be entitled to
qualify for a reassessment of valuation of the Historic Property, pursuant to the provisions of

chapter 3, Part, 2, of Division 1 of the California Revenue and Taxation Code, and any corresponding adjustment in property taxes resulting therefrom,

NOW, THEREFORE, the City and Owner in consideration of mutual covenants and conditions set forth herein, do hereby agree as follows:

1. EFFECTIVE DATE AND TERM OF AGREEMENT.

This Agreement shall be effective and commence on _____, 20____ (“Effective Date”) and shall remain in effect for a minimum initial term of ten (10) years thereafter unless canceled by the City pursuant to Section 8 or 9 of this Agreement.

2. RENEWAL. Upon each anniversary date, beginning at the end of the initial ten year term (“Renewal Date”), an additional one (1) year shall automatically be added to the term of the Agreement unless a notice of nonrenewal is delivered as provided in Section 3 of this Agreement.

3. NONRENEWAL.

If either the Owner or City desires in any year not to renew this Agreement, Owner or City shall serve a written notice of nonrenewal upon the other party in advance of the Renewal Date (“Notice of Nonrenewal”). The Notice of Nonrenewal shall be effective only if served by Owner upon City at least ninety (90) days prior to the Renewal Date, or if served by City upon Owner, the Notice of Nonrenewal shall be effective only if served upon Owner at least sixty (60) days prior to the Renewal Date. If either City or Owner serves a Notice of Nonrenewal in any year, this Agreement shall remain in effect for the balance of the term then remaining. City shall notify the County of Orange of any nonrenewal of this Agreement.

4. OWNER PROTEST OF CITY NONRENEWAL.

Within fifteen (15) days of Owner's receipt of the Notice of Nonrenewal from City, Owner may file with City a written protest of the Notice of Nonrenewal. Upon receipt of the written protest, the City Council shall set a hearing prior to the expiration of the Renewal Date of this Agreement. Owner may furnish the City Council with any information which Owner deems relevant and shall furnish the City Council with any information it may require. The City Council may, at any time prior to the annual Renewal Date, withdraw its Notice of Nonrenewal.

5. STANDARDS FOR HISTORICAL PROPERTY.

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

A. Owner shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Property. Compliance or non-compliance with this section shall be determined by the Director of Planning and Building or his/her designee. In addition, Owner shall obtain any applicable permits necessary to protect, preserve, restore, and rehabilitate the Historic Property so as to maintain its historical and cultural significance.

B. Owner, when necessary as determined by the City, shall restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation (http://ohp.parks.ca.gov/?page_id=21410), the United States Secretary of the Interior's Standards for the Treatment of Historic Properties (<http://www.nps.gov/tps/standards/rehabilitation.htm#Guidelines>), and the State Historical Building Code. The condition of the exterior of the Historic Property on the effective date of this

Agreement is documented in photographs attached as Exhibit "B" and incorporated herein by this reference. The Owner shall continually maintain the exterior of the Historic Property in the same or better condition as documented in Exhibit "B."

C. Owner shall carry out specific restoration, repair, maintenance, and/or rehabilitation projects on the Historic Property, as outlined in the attached Exhibit "C," which is incorporated herein by this reference. All such projects shall be undertaken and completed in keeping with the historic nature of the property. Projects may be interior or exterior, but must utilize all property tax savings over the ten (10) year contract period or according to the schedule for Exhibit "C." Each year during the term of this Agreement, Owner shall submit a work plan for implementation of the items listed on Exhibit "C" to City's Director of Planning and Building for possible modifications, review and approval.

D. Property Tax relief afforded to Owner pursuant to Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code will be determined solely by the Orange County Assessor. City makes no representations regarding the actual tax savings any person may realize by entering into this Agreement.

6. INSPECTIONS.

Upon reasonable advance notice and at Owner's expense, Owner shall allow an initial inspection and second year inspection by City inspectors of the City. Additionally, Owner shall allow reasonable periodic examinations, specific to where the work is being performed, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and/or City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.

Owner shall give priority to, and shall promptly abate, any city or state code violations related to zoning, health or safety issues.

7. PROVISIONS OF INFORMATION OF COMPLIANCE; YEARLY ADMINISTRATIVE FEE.

Owner hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to determine eligibility of the Historic Property and compliance with the terms and provisions of this Agreement. Requested information may include, but not be limited to, required annual reports, as well as receipts documenting property maintenance and/or improvement expenditures that equal or exceed annual estimated property tax savings. Owner shall also pay City a yearly administrative fee as outlined in City's Master Fee Resolution.

8. BREACH OF AGREEMENT; REMEDIES.

A. Notice of Breach; Opportunity to Cure. If Owner breaches any provision of this Agreement, City may give written notice to Owner by registered or certified mail detailing Owner's violations. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) days and thereafter diligently pursued to completion), the City may, without further notice, declare Owner to be in breach of this Agreement. Upon City's declaration of Owner's breach, City may pursue any remedy available under local, state, or federal law, including those specifically provided for in this section.

B. Remedy - Cancellation. City may cancel this Agreement if City determines, following a duly noticed public hearing in accordance with Government Code section 50285, that Owner breached any of the conditions of the Agreement, Owner allowed the

Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property, or Owner failed to restore or rehabilitate the Historic Property in accordance with the terms of this Agreement as per Government Code 50284. If this Agreement is cancelled, under this paragraph, Owner shall pay a cancellation fee to the Office of the Auditor for the County of Orange as required by Government Code section 50286. The cancellation fee will be equal to 12 ½ percent of the current fair market value of the property as determined by the county assessor as though the property were free of the contractual restriction.

C. Alternative Remedies. As an alternative to cancellation of this Agreement for Owner's breach of any condition, City may bring an action in court necessary to enforce this Agreement including, but not limited to, an action to enforce this Agreement by specific performance, injunction, or receivership.

9. DESTRUCTION OF PROPERTY; EMINENT DOMAIN.

If the Historic Property is destroyed by earthquake, fire, flood, or other natural disaster such that in the opinion of the City Building Official more than sixty percent (60%) of the original fabric of the structure must be replaced, this Agreement shall be cancelled because the historic value of the structure will have been destroyed. If the Historic Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the Mayor and City Council to frustrate the purpose of this Agreement, this Agreement shall be cancelled. No cancellation fee pursuant to Government Code Section 50286 shall be imposed if the Agreement is cancelled pursuant to this Section.

10. WAIVER.

City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

11. BINDING EFFECT OF AGREEMENT.

Owner hereby subjects the Historic Property to the covenants, conditions, and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions, and restrictions set forth herein shall be deemed covenants running with the land and shall inure to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions set forth herein.

12. COVENANTS RUN WITH THE LAND.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that they restrict development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historical characteristics and significance of the Historic Property for the benefit of the public and the Owner.

13. NOTICE.

Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto:

City: City of Huntington Beach
City Manager's Office
2000 Main Street
Huntington Beach, CA 92648

Owner: _____

14. EFFECT OF AGREEMENT.

None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns; nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

15. INDEMNITY OF CITY.

Owner shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use, operation, or maintenance of the Historic Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Historic Property, or from the enforcement of this Agreement. This indemnification includes, without limitation, the

payment of all penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all attorney's fees, legal expenses and costs incurred by each of them. The costs, salaries and expenses of the City Attorney and members of his/her office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this paragraph. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any received by City, its elected officials, employees, or agents.

16. BINDING UPON SUCCESSORS.

All of the agreements, rights, obligations, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

17. ATTORNEYS' FEES AND LEGAL COSTS.

In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party hereunder, each party shall bear its own attorneys' fees and legal costs, and the prevailing party in such proceeding shall not be entitled to recover its attorneys' fees and legal costs from the non-prevailing party.

18. SEVERABILITY.

In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive

payment of all penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all attorney's fees, legal expenses and costs incurred by each of them. The costs, salaries and expenses of the City Attorney and members of his/her office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this paragraph. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any received by City, its elected officials, employees, or agents.

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In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, conditions or restrictions contained herein, or to determine the rights and duties of any party hereunder, each party shall bear its own attorneys' fees and legal costs, and the prevailing party in such proceeding shall not be entitled to recover its attorneys' fees and legal costs from the non-prevailing party.

18. SEVERABILITY.

In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive

assignment and assumption agreement in a form satisfactory to the City Attorney of City or other such evidence as may be satisfactory to the City that the transferee(s) has (have) assumed the Owner's obligations set forth in this Agreement. Upon the Transfer of the Historic Property and the assumption of the obligations hereunder by the transferee(s), the Owner's liability for performance shall be terminated as to any obligation to be performed hereunder after the date of such Transfer.

23. ENTIRETY.

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

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IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first above written.

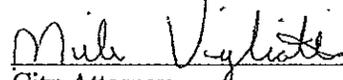
OWNER:

CITY OF HUNTINGTON BEACH
A California municipal corporation

Mayor

City Clerk

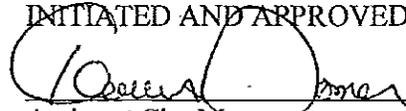
APPROVED AS TO FORM:



For City Attorney

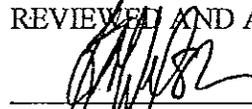
PC
10/20/2014

INITIATED AND APPROVED:



Assistant City Manager

REVIEWED AND APPROVED:



City Manager

Attachments

- Exhibit A: Legal Description of the Property
- Exhibit B: Photographs of the Property
- Exhibit C: Proposed Restoration, Repair, Maintenance or Rehabilitation Projects on Historic Property



Appendix B

Updated Landmark List Sorted by Address



#	APN	Address	Land Use	Year Built	Status Code
1	167-321-21	17022 A St	Commercial	1924	3CS
2	024-014-15	1106 Acacia Ave	Multi Family Dwelling	ca. 1915	5S2
3	024-014-07	1116 Acacia Ave	Single Family Dwelling	1922	5S2
4	024-202-11	310 Alabama St	Multi Family Dwelling	1950	3CS
5	024-184-15	510 Alabama St	Single Family Dwelling	1910	3CS
6	024-187-02	605 Alabama St	Single Family Dwelling	1912	3CS
7	024-182-12	722 Alabama St	Single Family Dwelling	1924	3CS
8	024-181-11	808 Alabama St	Single Family Dwelling	1908	3CS
9	142-103-27	7742 Alhambra Dr	Single Family Dwelling	1906	3S
10	142-103-35	7832 Alhambra Dr	Single Family Dwelling	1956	3CS
11	142-102-42	7891 Alhambra Dr	Single Family Dwelling	1931	3CS
12	142-102-26	7931 Alhambra Dr	Single Family Dwelling	1933	3CS
13	165-363-05	17132 Ash St	Single Family Dwelling	1938	3CS
14	153-091-29	19820 Beach Blvd 19822 Beach Blvd	Newland House	1898	1S/5S1
15	163-123-01	17082 Bolsa Chica St	Single Family Dwelling	1927	3CS
16	024-225-03	305 California St	Multi Family Dwelling	1916	3S
17	024-214-14	801 California St	Multi Family Dwelling	1925	3S
18	167-472-08	17631 Cameron St	Commercial	1947	3CS
19	024-082-05	201 Crest Ave	Single Family Dwelling	1920	3CD

B-1



#	APN	Address	Land Use	Year Built	Status Code
20	024-082-02	211 Crest Ave	Single Family Dwelling	1931	3CD/5S2
21	024-081-29	216 Crest Ave	Single Family Dwelling	ca. 1930	3CB/5S2
22	024-081-11	224 Crest Ave	Single Family Dwelling	1925	3CD/5S2
23	024-081-33	226 Crest Ave 228 Crest Ave	Single Family Dwelling	1916	3CD
24	024-071-08	302 Crest Ave 803 Main St	Single Family Dwelling	1922	3CD
25	024-071-09	306-310 Crest Ave	Single Family Dwelling	1922	3CD/5S2
26	024-072-02	307 Crest Ave	Single Family Dwelling	1916	3CD
27	024-072-03	311 Crest Ave	Single Family Dwelling	ca. 1905	3CD/5S2
28	024-071-12	330 Crest Ave	Single Family Dwelling	1921	3CB/5S2
29	024-043-01	333 Crest Ave	Single Family Dwelling	1948	3CD
30	024-071-11	334 Crest Ave	Single Family Dwelling	1931	3CD
31	024-042-05	405 Crest Ave	Single Family Dwelling	1950	3CS
32	025-104-05	903 Delaware St	Single Family Dwelling	1916	3CS
33	025-111-41	2506 Delaware St	Multi Family Dwelling	1911	3CS
34	024-184-10	225 Elmira Ave	Single Family Dwelling	ca. 1905	3CS
35	025-162-07	1110 England St	Single Family Dwelling	ca. 1912	3CS
36	024-184-07	200 Frankfort Ave	Commercial	1913	3S
37	024-232-21	837 Frankfort Ave	Multi Family Dwelling	1912	3S



#	APN	Address	Land Use	Year Built	Status Code
38	111-021-06	17052 Gothard St	Industrial	1912	3CS
39	111-024-22	17162 Gothard St	Commercial Building	ca. 1920	3S
40	024-241-13	628 Hartford Ave	Single Family Dwelling	1946	3CS/7N1
41	024-232-37	713 Hill St	Single Family Dwelling	1905	3S
42	024-216-12	602 Huntington St	Single Family Dwelling	ca. 1905	3CS
43	024-216-08	616 Huntington St	Single Family Dwelling	1911	3CS
44	024-215-10	704 Huntington St	Single Family Dwelling		3S
45	024-214-05	816 Huntington St	Single Family Dwelling	1916	3CS
46	025-053-28	1007 Huntington st	Single Family Dwelling	ca. 1917	3CS
47	025-054-12	219 Indianapolis Ave	Single Family Dwelling	1918	3CS
48	024-134-18	407 Lake St	Single Family Dwelling	ca. 1930s	5S2
49	024-173-02	505 Lake St	Single Family Dwelling	1920	5S2
50	024-082-08	729 Lake St	Multi Family Dwelling	1905	3CD/3S
51	023-074-08	1819 Lake St	Single Family Dwelling	1958	3CS
52	165-312-08	7822 Liberty Ave	Single Family Dwelling	1922	3CS
53	024-153-07	117 Main St	Commercial	1914	3S
54	024-153-18	119 Main St	Commercial	1920	3S
55	024-154-03	120 Main St	Commercial	1908	3CS/7N



#	APN	Address	Land Use	Year Built	Status Code
56	024-153-17	121 Main St	Commercial	1920	3S/5S2
57	024-154-02	122 Main St	Commercial	1902	3S/7N1
58	024-154-02	124 Main St	Commercial	1912	3S/5S2
59	024-147-28	205 Main St	Commercial	1920	5S2
60	024-147-23	213 Main St	Commercial	1914	3S/7N1/5S1
61	024-147-14	217 Main St	Commercial	1910	3S/5S1
62	024-144-02	320 Main St	Commercial	1949	3CS/5S2
63	024-144-01	328 Main St	Commercial	1949	3CS
64	024-134-07	410 Main St	Commercial	1945	5S2
65	024-172-10	522 Main St	Commercial	1922	3CS
66	024-135-01	525 Main St	Educational Building	1950	1S/5S1
67	024-135-01	525 Main St	Triangle Park	1912	1S
68	024-095-10	603 Main St 603 6th St	Single Family Dwelling	ca. 1928	5S2
69	024-095-09	605 Main St	Commercial	1936	5S2
70	024-095-07	609 Main St	Single Family Dwelling	1901	3S/5S2
71	024-095-06	617 Main St	Single Family Dwelling	ca. 1915	5S2
72	024-095-05	619 Main St	Single Family Dwelling	ca. 1925	5S2
73	024-072-17	711 Main St	Single Family Dwelling	1937	3CD/5S2
74	024-072-16	713 Main St	Multi Family Dwelling	1923	3CD/5S2
75	024-072-15	717 Main St	Multi Family Dwelling	1913	3CB/5S2



#	APN	Address	Land Use	Year Built	Status Code
76	024-072-14	719 Main St	Multi Family Dwelling	1922	3CD
77	024-082-22	722 Main St 724 Main St	Single Family Dwelling	ca. 1905	3CD/5S2
78	024-082-21	726 Main St	Single Family Dwelling	1917	3CD/5S2
79	024-072-13	727 Main St	Single Family Dwelling	1917	3CD/5S2
80	024-082-20	730 Main St 732 Main St	Single Family Dwelling	1922	3CB/5S2
81	024-072-12	731 Main St	Single Family Dwelling	1915	3CD/3S
82	024-082-19	734 Main St	Single Family Dwelling	1939	3CD
83	024-072-11	735 Main St	Single Family Dwelling	1920	3CD/5S2
84	024-082-18	738 Main St	Multi Family Dwelling	1914	3CD/3S
85	024-072-09	741 Main St	Single Family Dwelling	1922	3CD/5S2
86	024-082-17	742 Main St	Single Family Dwelling	1935	3CD/5S2
87	024-082-15	752 Main St	Single Family Dwelling	1922	3CD/5S2
88	024-082-14	754 Main St	Single Family Dwelling	ca. 1940	3CD
89	024-072-01	755 Main St	Single Family Dwelling	1919	3CD/5S2
90	024-081-18	804 Main St	Single Family Dwelling	1925	3CD/5S2
91	024-081-16	806 Main St	Single Family Dwelling	1905	3CD
92	024-081-15	810 Main St	Single Family Dwelling	1930	3CD/5S2



#	APN	Address	Land Use	Year Built	Status Code
93	024-081-25	814 Main St	Multi Family Dwelling	1922	3CD/5S2
94	024-071-06	815 Main St	Single Family Dwelling	1905	3CD/5S2
95	024-081-26	816 Main St	Multi Family Dwelling	1928	3CD
96	024-071-03	825 Main St	Single Family Dwelling	1935	3CD
97	024-061-04	912 Main St	Multi Family Dwelling	1923	5S2
98	023-062-17	1802 Main St	Single Family Dwelling	1927	5S2
99	023-062-16	1812 Main St	Single Family Dwelling	ca. 1905	3CS
100	023-062-14	1816 Main St	Single Family Dwelling	1917	5S2
101	023-062-24	1828 Main St	Single Family Dwelling	1956	3CS
102	023-020-22	1905 Main St	Educational Building	1926	3S
103	025-044-17	211 Memphis Ave	Single Family Dwelling	1909	3CS
104	111-372-07	17102 Nichols Ave	Single Family Dwelling	1947	3S
105	146-201-59	5452 Old Pirate Ln	Single Family Dwelling	ca. 1910	3S/5S1
106	024-144-04	316 Olive Ave	Post Office	1936	3S/5S1
107	024-147-01	411 Olive Ave	Surf Museum	1935	5S1
108	024-118-02	717 Olive Ave	Single Family Dwelling	ca. 1920	5S2
109	024-033-08	1211 Olive Ave	Single Family Dwelling	ca. 1906	3S



#	APN	Address	Land Use	Year Built	Status Code
110	024-024-14	1406 Olive Ave 1408 Olive Ave	Multi Family Dwelling	1919	3CS
111	024-132-08	614 Orange Ave	Single Family Dwelling	1917	3CS
112	024-105-18	1010 Orange Ave	Single Family Dwelling	1907	3CS/5S1/7N1
113	024-027-01	1115 Orange Ave	Single Family Dwelling	1913	3CS
114	024-163-08	110 Pacific Coast Hwy	Commercial	1920	5S2
115	024-163-09	114 Pacific Coast Hwy	Commercial	1906	2S/2S2/3S/5S1
116	024-038-10	1102 Pacific Coast Hwy	Motel	ca. 1960	3CS
117	024-082-12	601 Palm Ave 606 Palm Ave	Commercial		5S2
118	024-072-28	814 Palm Ave	Single Family Dwelling	1948	5S2
119	024-072-23	900 Palm Ave	Single Family Dwelling	1915	5S2
120	024-092-18	907 Palm Ave	Single Family Dwelling	ca. 1925	5S2
121	023-100-09	1502 Palm Ave	Educational Building	1933	3S/5S1
122	023-100-07	1600 Palm Ave	Institutional Building	1931	1S/5S1
123	111-023-18	17066 Palmdale St	Industrial	1929	3CS
124	024-051-28	1021 Park St	Single Family Dwelling	1961	3CS
125	023-085-16	1102 Park St	Single Family Dwelling	1956	3CS



#	APN	Address	Land Use	Year Built	Status Code
126	023-084-06	1121 Park St	Single Family Dwelling	1957	3CS
127	023-062-07	1817 Park St	Single Family Dwelling	1925	5S2
128	024-131-15	509 Pecan Ave	Single Family Dwelling	1915	3CS
129	024-131-12	519 Pecan Ave	Single Family Dwelling	1905	3CS
130	024-104-07	712 Pecan Ave	Multi Family Dwelling	ca.1930	5S2
131	178-242-07	16812 Sims St	Multi Family Dwelling	1923	3CS
132	165-311-35	7792 Speer Ave	Single Family Dwelling	ca. 1915	3CS
133	165-311-16	7942 Speer Ave	Commercial	1922	3CS
134	167-531-24	8371 Talbert Ave	Multi Family Dwelling	1935	3CS
135	167-531-23	8375 Talbert Ave 8421 Talbert Ave	Multi Family Dwelling	1948	3CS
136	167-531-23	8375 Talbert Ave 8461 Talbert Ave	Multi Family Dwelling	1916	3CS
137	024-147-09	414 Walnut Ave 412 Walnut Ave	Commercial	1926	5S1/7N1
138	024-153-25	513 Walnut Ave	Commercial	1904	1S/5S1
139	111-021-18	7360 Warner Ave	Religious Building	1906-1907	3S/5S1
140	111-021-18	7386 Warner Ave	Single Family Dwelling	1910	3S/5S1
141	111-372-06	7622 Warner Ave	Religious Building	1910	3S
142	111-372-06	7622 Warner Ave	Manse	1910	3S
143	111-372-06	7622 Warner Ave	Religious Building	1934	3S/5S1
144	111-372-07	7642 Warner Ave	Single Family Dwelling	ca. 1912	3S



#	APN	Address	Land Use	Year Built	Status Code
145	111-372-07	7642 Warner Ave	Barn	ca. 1912	3S
146		8081 Warner	Edison Substation	ca. 1900	3CS
147	142-211-52	7581 Washington Ave	Single Family Dwelling	1935	3CS
148	024-164-01	325 2nd St	Commercial	1941	3CS
149	024-147-08	204 5th St	Police Substation	1912	3S/5S1
150	024-147-03	218 5th St	Commercial	1908	3S/5S1
151	024-142-14	311 5th St	Commercial	1931	3CS/5S1
152	024-142-12	317 5th St	Commercial	1913	3CS/5S2/5S1
153	024-151-06	121 6th St	Residential	1907	3CS
154	024-152-01	126 6th St	Single Family Dwelling	ca. 1880	1S/5S1
155	024-142-19	308 6th St	Multi Family Dwelling	ca. 1920	5S2
156	024-142-06	310 6th St	Multi Family Dwelling	1949	3S/5S2
157	024-141-11	313 6th St	Multi Family Dwelling	1920	5S2
158	024-141-10	317 6th St	Multi Family Dwelling	1906	5S2
159	024-141-08	323 6th St	Multi Family Dwelling	1921	5S2



#	APN	Address	Land Use	Year Built	Status Code
160	024-132-19	401 6th St	Commercial	1906	3S/5S1
161	024-132-15	409 6th St	Single Family Dwelling	1927	5S2
162	024-132-13	411 6th St	Single Family Dwelling	1920	5S2
163	024-172-06	613 6th St	Commercial	1943	3CS
164	024-124-07	121 7th St	Multi Family Dwelling	1920	5S2
165	024-151-02	124 7th St	Multi Family Dwelling	1923	5S2
166	024-151-01	126 7th St	Single Family Dwelling	1920	5S2
167	024-118-14	215 7th St	Single Family Dwelling	1924	5S2
168	024-141-04	316 7th St	Multi Family Dwelling	1905	5S2
169	024-108-17	401 7th St	Multi Family Dwelling	1912	3S/5S1/5S2
170	024-132-07	402 7th St	Single Family Dwelling	1917	5S2
171	024-132-06	406 7th St	Single Family Dwelling	1907	5S2
172	024-108-15	427 7th St	Single Family Dwelling	1923	5S2
173	024-132-01	428 7th St 613 Pecan Ave	Single Family Dwelling	1905	3S/5S1
174	024-131-09	504 7th St	Single Family Dwelling	1905	3CS



#	APN	Address	Land Use	Year Built	Status Code
175	024-131-06	510 7th St	Single Family Dwelling	1905	5S2
176	024-131-05	514 7th St	Single Family Dwelling	ca. 1905	5S2
177	024-104-08	527 7th St	Single Family Dwelling	1916	5S2
178	024-094-16	601 7th St	Multi Family Dwelling	1915	5S2
179	024-094-12	617 7th St	Single Family Dwelling	1917	5S2
180	024-123-03	125 8th St	Single Family Dwelling	1926	5S2
181	024-117-14	215 8th St	Single Family Dwelling	ca. 1912	5S2
182	024-117-11	227 8th St	Single Family Dwelling	1922	5S2
183	024-113-19	301 8th St	Religious Building	ca. 1928	3CS/5S1
184	024-114-23	324 8th St	Single Family Dwelling	1904	3CS
185	024-107-10	421 8th St	Multi Family Dwelling	1906	3S/5S1
186	024-104-05	510 8th St	Single Family Dwelling	1922	5S2
187	024-104-04	514 8th St	Single Family Dwelling	1922	5S2
188	024-103-11	515 8th St	Single Family Dwelling	1920	5S2
189	024-104-03	518 8th St	Multi Family Dwelling	1922	5S2

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#	APN	Address	Land Use	Year Built	Status Code
190	024-103-08	527 8th St 809 Acacia Ave	Single Family Dwelling	1922	5S2
191	024-093-39	601 8th St	Single Family Dwelling	1916	5S2
192	024-094-03	618 8th St	Multi Family Dwelling	1925	5S2
193	024-122-06	115 9th St	Multi Family Dwelling	1920	5S2
194	024-116-18	201 9th St	Single Family Dwelling	1912	3CD
195	024-116-17	207 9th St	Single Family Dwelling	1905	3CD
196	024-116-15	211 9th St	Single Family Dwelling	1905	3CB/5S1
197	024-116-14	215 9th St	Single Family Dwelling	1905	3CD/5S2
198	024-116-13	217 9th St	Single Family Dwelling	ca. 1905	3CB/5S2
199	024-116-12	219 9th St	Single Family Dwelling	1917	3CD/5S2
200	024-116-10	227 9th St	Single Family Dwelling	1938	5S2
201	024-113-07	310 9th St	Single Family Dwelling	1925	5S2
202	024-112-12	311 9th St	Single Family Dwelling	1925	5S2
203	024-113-06	314 9th St	Single Family Dwelling	ca. 1905	5S2
204	024-112-09	323 9th St	Single Family Dwelling	1920	5S2



#	APN	Address	Land Use	Year Built	Status Code
205	024-112-08	327 9th St	Single Family Dwelling	1915	5S2
206	024-107-07	406 9th St	Single Family Dwelling	1905	5S2
207	024-106-15	407 9th St	Single Family Dwelling	ca. 1925	5S2
208	024-107-06	410 9th St	Single Family Dwelling	1915	5S2
209	024-106-17	411 9th St	Single Family Dwelling	1916	5S2
210	024-107-05	412 9th St	Single Family Dwelling	1915	5S2
211	024-107-03	418 9th St	Multi Family Dwelling	1922	5S2
212	024-103-17	508 9th St	Single Family Dwelling	1923	5S2
213	024-093-05	616 9th St	Single Family Dwelling	1918	5S2
214	024-093-04	618 9th St	Single Family Dwelling	1920	5S2
215	024-093-03	620 9th St	Single Family Dwelling	1924	5S2
216	024-122-02	122 10th St	Multi Family Dwelling	1924	3CS
217	024-111-25	321 10th St	Religious Building	1923	3CS/5S1
218	024-105-18	403 10th St	Single Family Dwelling	1907	3S/5S1/5S2
219	024-105-17	405 10th St	Single Family Dwelling	1917	5S2



#	APN	Address	Land Use	Year Built	Status Code
220	024-101-18	501 10th St	Multi Family Dwelling	1924	5S2
221	024-091-10	617 10th St	Single Family Dwelling	1915	3CS
222	024-091-08	623 10th St	Single Family Dwelling	1916	5S2
223	024-043-09	701 10th St	Single Family Dwelling	1913	5S2
224	024-043-08	705 10th St	Single Family Dwelling	1921	5S2
225	024-081-08	912 10th St	Single Family Dwelling	1903	3CD/5S2
226	024-081-05	922 10th St	Single Family Dwelling	ca. 1900	3S/5S2
227	024-061-36	931 10th St	Single Family Dwelling	1925	5S2
228	024-111-04	318 11th St	Single Family Dwelling	1905	5S2
229	024-111-03	320 11th St	Single Family Dwelling	1924	5S2
230	024-027-09	327 11th St	Commercial	1918	3CS
231	024-105-09	406 11th St	Single Family Dwelling	1915	5S2
232	024-105-06	412 11th St	Single Family Dwelling	1907	5S2
233	024-101-10	502 11th St	Single Family Dwelling	1917	5S2
234	024-014-15	601 11th St	Commercial	1926	3S



#	APN	Address	Land-Use	Year Built	Status Code
235	024-091-03	614 11th St	Single Family Dwelling	1920	5S2
236	024-043-04	702 11th St	Single Family Dwelling	1907	3S/5S2
237	024-017-19	802 11th St	Single Family Dwelling	1926	3CD/5S2
238	024-017-19	808 11th St	Single Family Dwelling	1926	3CD/5S2
239	024-017-19	812 11th St	Single Family Dwelling	1926	3CD/5S2
240	024-071-18	816 11th St	Single Family Dwelling	1926	3CD/5S2
241	939-506-54	820 11th St	Condominium	1947	3CD/5S2
242	024-071-18	828 11th St	Single Family Dwelling	1926	3CD/5S2
243	024-061-08	934 11th St	Single Family Dwelling	1925	5S2
244	024-061-09	936 11th St	Single Family Dwelling	1940	3CS
245	024-061-16	952 11th St	Single Family Dwelling	1924	5S2
246	024-054-01	1035 11th St	Lake Park		3CS
247	024-054-01	1035 11th St	Lake Park Clubhouse		3CS
248	024-054-01	1035 11th Street	Boy Scout Cabin	1935	3S
249	024-033-14	201 12th St	Single Family Dwelling	ca. 1905	5S2

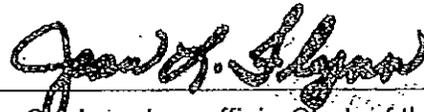


#	APN	Address	Land Use	Year Built	Status Code
250	024-034-02	220 12th St	Multi Family Dwelling	ca. 1965	3CS
251	024-027-32	312 12th St	Single Family Dwelling	1905	5S2
252	023-092-04	709 12th St	Single Family Dwelling	1961	3CS
253	023-091-01	825 12th St	Single Family Dwelling	1954	3CS
254	024-041-01 024-041-03 024-041-04	898 12th St	Farquhar Park		3CS
255	024-051-27	905 12th St	Single Family Dwelling	1960	3CS
256	024-026-25	312 13th St	Single Family Dwelling	ca. 1915	5S2
257	023-093-30	817 13th St	Single Family Dwelling	1948	3CS
258	024-024-13	305 14th St	Multi Family Dwelling	1943	3CS
259	024-024-16	315 14th St	Multi Family Dwelling	1917	5S2
260	024-012-03	618 14th St	Single Family Dwelling	1916	5S2

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **Regular** meeting thereof held on **November 3, 2014** by the following vote:

AYES: Katapodis, Hardy, Shaw, Harper, Boardman, Sullivan, Carchio
NOES: None
ABSENT: None
ABSTAIN: None



City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California